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Official Public Records

Tarrant County Texas

11/9/2009 3:41 PM

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*Degan Hallman*

PGS 3 \$24.00

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The State of Texas,  
County of Tarrant,

**ORIGINAL**  
*Know All Men by These Presents:*

AMENDMENT

To

"OIL AND GAS LEASE"

WHEREAS, heretofore, under date of February 15 2008, FAIRMONT APARTMENTS LIMITED PARTNERSHIP, a Texas limited partnership, whose address is 666 5<sup>th</sup> Avenue, New York, New York 10103, as Lessor, did execute and deliver unto XTO Energy Inc., whose address is 810 Houston Street, Fort Worth, Texas 76102, as Lessee, an Oil and Gas Lease, (hereinafter referred to as "said Lease") covering

13.45 acres of land, more or less, being Lot 1, Block 1, Fossil Creek Addition, Phase II, an addition to the City of Fort Worth, according to the plat recorded in Cabinet A, Slide 8479 and 8750, Plat Records, Tarrant County, Texas

(hereinafter referred to as "said Land"); and,

WHEREAS, reference to said Lease being herein made for all purposes; and,

WHEREAS, it is the desire of Lessor and Lessee to amend the pooling provision in said Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Amendment: A portion of line six of Article 15 on Page 9 of said Lease which currently reads as follows:

"... and 320 acres for gas plus an acreage tolerance of 10%; ..." is hereby amended to read as follows:

"... and 640 acres for gas plus an acreage tolerance of 10%; ...".

It is understood and agreed by all parties hereto that in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm said Lease as hereby amended.

This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

The failure of one or more parties to execute this instrument shall not in any manner affect the validity and binding effect of same as to the parties who execute said instrument.

IN WITNESS WHEREOF, this Amendment to Oil, Gas and Mineral Lease is executed by the parties hereto on the dates of their respective acknowledgments, but made effective for all purposes as of February 15, 2008.

LESSOR:

FAIRMONT APARTMENTS LIMITED PARTNERSHIP  
By: Fairmont Investors GP, LLC,  
General Partner

By:

  
\_\_\_\_\_  
Benjamin Friedman, President

LESSEE:

XTO ENERGY INC.  
*ppb*

By:

  
\_\_\_\_\_  
Edwin S. Ryan, Jr.,  
Sr. Vice President - Land Administration

ORIGINAL

ACKNOWLEDGMENT

State of New York      }  
County of New York    }

This instrument was acknowledged before me on this  
14<sup>th</sup> day of October, 2009, by Benjamin Friedman, as  
President of Fairmont Investors GP, LLC, a Delaware limited liability  
company, on behalf of said company, as General Partner of Fairmont  
Apartments Limited Partnership, a Texas limited partnership, on behalf  
of said limited partnership.

MICHAEL A. AIDEKMAN  
Notary Public, State of New York  
No. 01AI6188907  
Qualified in New York County  
Commission Expires June 16, 2012

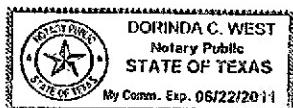
  
\_\_\_\_\_  
Notary Public,  
in and for The State of New York.

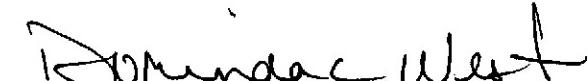
(Seal)

ACKNOWLEDGMENT

State of Texas      }  
County of Tarrant    }

This instrument was acknowledged before me on this  
22 day of October, 2009, by Edwin S. Ryan, Jr., Sr.  
Vice President - Land Administration of XTO Energy Inc., a Delaware  
corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public  
in and for The State of Texas.

(Seal)

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